



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Baldwin Union Free School District and School Bus Drivers, CSEA, Local 1000, AFSCME, AFL-CIO (2004)**

Employer Name: **Baldwin Union Free School District**

Union: **School Bus Drivers, CSEA, Local 1000, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

PERB ID Number: **4539**

Unit Size: **21**

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AGREEMENT

between

BALDWIN UNION FREE SCHOOL DISTRICT

and

CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO (SCHOOL BUS DRIVERS)

Baldwin, New York

July 1, 2004

through

June 30, 2007

RECEIVED

DEC 06 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Recognition	1
II. No Strike Clause.....	1
III. Laws & Regulations.....	1
IV. Duties	1
V. Dues Deduction.....	2
VI. Salary	2
VII. Longevity.....	3
VIII. Sick and Personal Leave	3
IX. Doctor's Note	5
X. Death in the Immediate Family	5
XI. Fingerprinting	5
XII. Health Benefit Coverage	5
XIII. Contract Termination.....	5
XIV. Life Insurance	6
XV. Dental Insurance	6
XVI. Grievance Procedure.....	6
XVII. Legislative Authorization	9
XVIII. Miscellaneous.....	9
Salary Schedule.....	11

Agreement by and between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its Baldwin School Bus Drivers Association (herein referred to as "Association") and Baldwin Union Free School District (herein referred to as "District") made this 8th day of Septemberr, 2004, effective July 1, 2004.

I. Recognition

The Association is hereby recognized as the sole and exclusive agent for less than full time school bus drivers in the direct employ of the Baldwin Public School District, excluding coaches, teachers, administrators, parents, extra curricular leaders and others who may drive students without being covered hereunder.

II. No Strike Clause

The Association agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

III. Laws & Regulations

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

IV. Duties

Unit members have a duty to perform assigned duties to the satisfaction of their superiors.

V. Dues Deductions

A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit monies therefore promptly to the Association. Upon the fulfillment of that obligation, the District shall be held harmless by the Association and the individual employees with respect to such remittance.

B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes to said list.

C. Dues shall be deducted in ten (10) checks following 30 days after the Association submission of its membership list but no sooner than November 1st of each year of this contract. Bus drivers employed after April 1st will have dues deduction made commencing with the fall semester.

VI. Salary

The salary schedules for the three (3) covered years of this agreement are attached hereto.

All covered employees will be paid on hourly basis the first year regardless of the number of hours worked.

If assigned to regularly work six hours per day for two consecutive years, a covered employee will be paid an annual salary for the third year and each year thereafter provided such regularly scheduled six hour day service is not broken. Each employee who is paid an annual salary will provide to the District extra time of one-half ($\frac{1}{2}$) hour per day or the weekly equivalent of two and one-half ($2\frac{1}{2}$) hour per week of

extra time without overtime or extra time compensation. This additional time will not be scheduled.

VII. Longevity

After ten years of uninterrupted, full-time service an employee shall receive a longevity bonus of \$525. After 13 years of uninterrupted, full-time service a covered employee shall receive an additional \$375 bonus, for a total of \$900. After 16 years of uninterrupted service a covered employee will receive an additional \$300 bonus, for a total of \$1,200. After 20 years of uninterrupted full-time service a covered employee will receive an additional \$300 bonus, for a total of \$1,500.

Effective July 1, 2005 the longevity bonuses as described above will be amended as follows:

After 10 years : \$575 total longevity

After 13 years : \$950 total longevity

After 16 years : \$1,250 total longevity

After 20 years : \$1,550 total longevity

VIII. Sick and Personal Leave

After six (6) months of uninterrupted six (6) hour regularly scheduled duty as a bus driver, one day of paid sick leave will be provided for illness. After one complete uninterrupted year of six (6) hour regularly scheduled duty as a bus driver, two (2) days of paid sick leave will be provided for illness. One additional day of paid sick leave will be provided for each consecutive year of such service to a maximum of seven (7) days per year. Sick leave days which are unused may be accumulated to a maximum of 70 days. Unit members who achieve perfect attendance during an entire school year shall

receive additional compensation in the amount of \$150.00. Up to five (5) days of available sick leave per year may be used for family illness. Such days may be used consecutively.

Bus drivers will be paid for unused sick days as set forth herein. To be eligible for such payment, the employee must have worked for the District for ten (10) years as a regular full-time driver, and must retire from the District. The payment shall be as follows:

0-25 days	:	\$10 per day
26-40 days	:	\$20 per day
41-55 days	:	\$30 per day
56-70 days	:	\$40 per day

One day absence per school year for personal reasons may be granted by the Superintendent of Schools. All requests shall be submitted in writing at least five (5) school days in advance describing the reason for requesting personal business leave. No personal leave will be given off for days before or after holidays without advance approval. Leave for personal business may be granted by the Superintendent in the exercise of his/her discretion. In the absence of special circumstances described by the employee and found acceptable by the Superintendent and/or his/her agent, such personal leave shall not be granted for days preceding or following a school holiday, vacation period, or other form of leave. If the personal leave day is not used, it will be added to the bus driver's cumulative sick leave bank for the following year.

Personal leave shall not be counted towards achievement of perfect attendance as long as the justification for such leave can be substantiated.

IX. Doctor's Note

Required after three (3) consecutive days of personal illness.

X. Death in the Immediate Family

A maximum of three (3) paid bereavement days per occurrence for absence due to death in the immediate family may be granted when requested by the employee and approved by the Superintendent of Schools. Members of the immediate family include the employee's spouse, parents, children, siblings, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, mother-in-law, and father-in-law. Bereavement days are not cumulative.

XI. Fingerprinting

After six months of satisfactory service, the District will reimburse unit members for the cost of required fingerprinting for those employees who qualify for Civil Service approval.

XII. Health Benefit Coverage

Employees who have three (3) months of continuous regularly assigned 6 hour bus driver employment will be eligible for health insurance if they are not covered by or eligible for coverage under the plan of a spouse. If eligible, employees will contribute 15% toward the cost of health insurance. However, unit members hired prior to January 1, 1996 shall pay an annual contribution as follows:

Individual Health Coverage	:	\$150
Family Health Coverage	:	\$275

XIII. Contract terminates June 30, 2007.

XIV. Life Insurance

The District shall provide all bargaining unit members with a life insurance policy providing for \$9,000.00 worth of life insurance coverage as per the District's existing policy.

XV. Dental Insurance

The District shall provide a dental plan for unit members for individual coverage with a maximum benefit of \$500 per year.

XVI. Grievance Procedure

A. Declaration of Policy

1. The purpose of this grievance procedure is to guarantee to employees covered by this agreement the right to resolve conflicts relating to this contract in such a fashion as to promote and maintain harmonious and cooperative relationships with administrators and the Board of Education.

2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. Resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to relieve problems.

3. An employee shall have the right to present contract grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. The Unit President shall have the right to present grievances on behalf of the unit as a whole, or on behalf of individual grievants.

B. Procedural Steps

The primary purpose of the grievance procedure set forth below is to secure equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

1. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven calendar days after the occurrence of the a alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

2. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon, the principal or administrator shall hold a hearing within seven calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments.

The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven calendar days of the

conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

3. Third Stage: The third stage shall consist of two parts, as follows:

a. The aggrieved shall request an informal hearing with the Superintendent of Schools within seven calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

b. If the grievant is not satisfied with the decision, he/she shall make a written request within seven calendar days of its issuance to the Superintendent of Schools for a hearing by a three-member panel who will render a decision on the grievance. One member is to be selected by the District, another by the Association, and the third to be mutually selected by the other two. The panel shall notify all parties involved of the time and place when the hearing will be held. Following the hearing, the panel shall prepare a written report, conclusions and advisory recommendations, which shall be submitted to the Superintendent who shall render his/her final determination within seven calendar days after receiving the panel's report. The Superintendent's decision and the written report, conclusions and advisory recommendations will be distributed to all parties involved.

4. Fourth Stage: If the grievance is still unresolved, the aggrieved

employee may, within seven calendar days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitations applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

XVII. Legislative Authorization

Pursuant to Section 204-A of the New York State Civil Service Law ("Taylor Law") the following notice is included in this agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

XVIII. Miscellaneous

1. Salaried Drivers shall pick six-hour bus runs, in order of seniority, two weeks prior to the beginning of the school year or earlier if the runs are ready. All runs

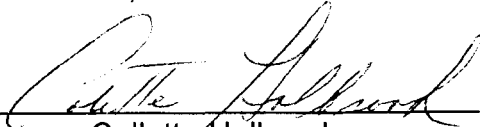
are to be on the pick table for each driver to see. Additional schools and/or students may be added to any run after the driver picks the run, if time is available.

2. Drivers are responsible for pre-trip and post-trip inspections.
3. Trip sheets and gas receipts are to be turned into the transportation office every week. Trip sheets must be completed when turned in.
4. All drivers are required to have an annual physical examination by a school doctor, at no cost to the individual. Physicals are to be completed within a year of the previous physical exam.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this


30th day of November, 2004

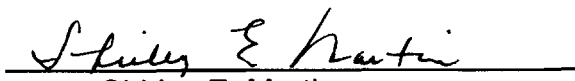
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO


Collette Holbrook
President


Stephanie Teff
Labor Relations Specialist

BALDWIN UNION FREE SCHOOL
DISTRICT


Dr. Kathy Weiss
Superintendent of Schools


Shirley E. Martin
Assistant Superintendent for
Human Resources


Christopher Venator

SALARY SCHEDULE

2004-2005

STEP 1	\$16,256	13.55
STEP 2	\$16,510	13.76
STEP 3	\$16,765	13.97
STEP 4	\$17,099	14.25
STEP 5	\$17,433	14.53
STEP 6	\$17,701	14.75
STEP 7	\$18,128	15.11
STEP 8	\$18,558	15.47

2005-2006

STEP 1	\$16,833	14.03
STEP 2	\$17,096	14.25
STEP 3	\$17,360	14.47
STEP 4	\$17,706	14.76
STEP 5	\$18,052	15.04
STEP 6	\$18,329	15.27
STEP 7	\$18,771	15.64
STEP 8	\$19,216	16.02

2006-2007

STEP 1	\$17,694	14.75
STEP 2	\$17,968	14.97
STEP 3	\$18,326	15.27
STEP 4	\$18,684	15.57
STEP 5	\$18,971	15.81
STEP 6	\$19,428	16.19
STEP 7	\$19,889	16.57
STEP 8	\$20,360	16.97

